

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

FIRSTMERIT BANK, N.A. as successor  
in interest to FEDERAL DEPOSIT  
INSURANCE CORPORATION, as Receiver  
For MIDWEST BANK AND TRUST  
COMPANY

Plaintiff,

v.

CHARLES J. FANARO, JR.,  
HI-TECH HOUSING, INC. and  
DWG CORPORATION

Defendants.

Case No. 13 cv 7504

District Judge: Edmond E. Chang

Magistrate Judge: Jeffrey T. Gilbert

**AGREED MOTION FOR ENTRY OF FINAL JUDGMENT BY CONSENT**

Plaintiff, FIRSTMERIT BANK, N.A., as successor in interest to FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver, for MIDWEST BANK AND TRUST COMPANY, (“FirstMerit”), by and through its attorneys, Garfield & Merel, Ltd., hereby moves this Court for entry of final judgment, by consent and stipulation of the parties, against Defendants, Charles J. Fanaro, Jr., Hi-Tech Housing, Inc. and DWG CORPORATION, alleges as follows:

1. Plaintiff, FirstMerit Bank, N.A., filed its Amended Complaint in this action on January 20, 2014. The Defendants, Charles J. Fanaro, Jr., Hi-Tech Housing, Inc. and DWG Corporation (hereinafter “Defendants”) each waived service of the Amended Complaint and voluntarily appeared through counsel.

2. Counts I and II of the Amended Complaint, respectively, assert causes of action against Charles J. Fanaro, Jr. and Hi-Tech Housing, Inc. for breach of their respective Commercial Guaranties (“Guaranties”) of the indebtedness of DWG Corporation, which arises

from a promissory note attached to the Amended Complaint as Exhibit A to the Amended Complaint (“Note”).

3. Count III asserts a cause of action against DWG Corporation arising from its indebtedness under the Note.

4. This Court has original jurisdiction over this civil action based on diversity of citizenship pursuant to 28 U.S.C. §1332, since Plaintiff and each defendant are citizens of different states (Ohio and Illinois and Indiana, respectively) and the amount in controversy in exceeds \$75,000.00. Defendants stipulate and agree that the allegations of Plaintiff’s Amended Complaint are confessed against each of the Defendants and that final judgment shall be entered, jointly and severally, against each of the Defendants, to which each of the Defendants hereby consents, thereby adjudicating all claims in Plaintiff’s Amended Complaint; subject to the terms of the 8<sup>th</sup> Modification to Forbearance Agreement (“Modification Agreement”) between and among the parties. A true and correct copy of the stipulated judgment by consent approved by counsel for the parties is attached as Exhibit A (the “Consent Judgment”).

5. The parties stipulate and agree that the amount due to Plaintiff under the Note, Guaranties, and the Modification Agreement, as of January 22, 2014, is as follows:

Principal	\$9,355,000.00
Interest	1,297,618.19
Deferred Forbearance Fee	100,000.00
Extension Fee	500,000.00
Late Fees	29,610.01
Appraisal Fees	16,800.00
Attorneys Fees	210,872.05

**Total: \$11,509,900.25** plus interest at the rate of **\$1,948.96** per diem for the period of January 22, 2014 through the date of the entry of the this Order, and thereafter, post-judgment interest at the rate of 7.5% per annum.

6. Entry of the consent judgment adjudicates all issues against all parties alleged in Plaintiff's Amended Complaint and constitutes final judgment.

Plaintiff, FirstMerit, prays that this Court:

1. Enter the Consent Judgment in favor of Plaintiff and against Defendants, jointly and severally, by agreement of the parties;
2. Find, based on the consent and agreement of Defendants, that Plaintiff is entitled to judgment against Defendants pursuant to Counts I, II and III of Plaintiff's Amended Complaint;
3. Find that the Consent Judgment constitutes a final judgment with respect to all claims pleaded in Plaintiff's Amended Complaint against all Defendants and constitutes the final order of the Court; and
4. For such further relief as this Court deems just and equitable.

FIRSTMERIT BANK, NA, as  
successor in interest to Federal  
Deposit Insurance Corporation, as  
Receiver for Midwest Bank and  
Trust Company

By: s/Gregory A. McCormick

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